

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: September 20, 2006

Division: County Attorney

Bulk Item: Yes XX No     

Staff Contact Person: Pedro Mercado

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**AGENDA ITEM WORDING:**

Approval of Interlocal Agreement with the Key Largo Fire Rescue and Emergency Medical Services District.

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**ITEM BACKGROUND:**

Following a referendum in the Upper Keys, the Key Largo Fire Rescue and Emergency Medical Services District was created by Chapter 2005-329 of the Florida Legislature. The County and the District have set September 30, 2006 as the date on which responsibility for fire and emergency medical services will be transferred from the County to the District. Following numerous transition team meetings involving representatives from the County and the District, the County and the District have agreed on the terms of the transition defining the obligations and responsibilities of both parties.

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**PREVIOUS RELEVANT BOCC ACTION:**

On 11/15/2005 Board approved ILA with Key Largo Fire Rescue and Emergency Medical Services to put in place procedures for an advance of funds to allow the District to initiate operations. The ILA automatically terminates on 9/30/06.

On 4/17/1996 Monroe County entered into Memorandum of Understanding with Key Largo Volunteer Fire Department permitting Monroe County EOC to utilize Key Largo Fire Rescue Station #1 as an Upper Keys EOC during times of disaster and exercises.

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**CONTRACT/AGREEMENT CHANGES:**

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**STAFF RECOMMENDATIONS:**

Approval of the Interlocal Agreement.

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**TOTAL COST:** \_\_\_\_\_

**BUDGETED:** Yes      No     

**COST TO COUNTY:** \_\_\_\_\_

**SOURCE OF FUNDS:** \_\_\_\_\_

**REVENUE PRODUCING:** Yes      No     

**AMOUNT PER MONTH** \_\_\_\_\_ **Year** \_\_\_\_\_

**APPROVED BY:** County Atty      OMB/Purchasing      Risk Management     

**DIVISION DIRECTOR APPROVAL:**

 9/08/06  
SUZANNE A. HUTTON, COUNTY ATTORNEY

**DOCUMENTATION:** Included   X   Not Required     

**DISPOSITION:** \_\_\_\_\_

**AGENDA ITEM #** \_\_\_\_\_

**INTERLOCAL AGREEMENT  
MONROE COUNTY AND KEY LARGO FIRE RESCUE AND EMERGENCY MEDICAL  
SERVICES DISTRICT**

**THIS INTERLOCAL AGREEMENT** is entered into pursuant to Sec. 163.01, F.S., by and between Monroe County, a political subdivision of the State of Florida, (hereafter "COUNTY"), and Key Largo Fire Rescue and Emergency Medical Services, an independent special district, (hereafter "DISTRICT").

**WHEREAS**, the Legislature of the State of Florida has enacted Chapter 2005-329 establishing the Key Largo Fire Rescue and Emergency Medical Services special independent district which is a public corporation charged with the responsibility of providing fire rescue and emergency medical services within its geographical boundaries; and

**WHEREAS**, the Key Largo Fire Rescue and Emergency Medical Services special independent district encompasses the geographic area of all of Cross Key and that part of Key Largo from South Bay Harbor Drive and Lobster Lane to the southern boundary of the right-of-way of County roads 905 and 905A within Monroe County; and

**WHEREAS**, the Monroe County Board of County Commissioners will continue to provide a County Fire Marshal who is the official responsible for the enforcement and administration of local and state fire codes in unincorporated Monroe County; and

**WHEREAS**, the County owns certain properties which have been used for fire rescue and ambulance services; and

**WHEREAS**, the County has entered into agreements with the volunteer organizations in the Key Largo area for the provision of services which will now be performed by the DISTRICT; and

**WHEREAS**, the Key Largo Volunteer Fire Department, Inc. and the County entered in to a Memorandum of Understanding on 4/17/1996, copy of which is attached hereto (attachment 3), providing for operation and maintenance of an alternate Emergency Operations Center (EOC) and a storeroom for Radiological Emergency Response equipment at Fire Station 24, located at 1 East Drive, Key Largo, Fl. 33037; and

**WHEREAS**, it is in the best interests of the public to establish an understanding as to the mutual obligations and responsibilities of the COUNTY and the DISTRICT with respect to use, ownership, and title to property and the provision of services; and

**WHEREAS**, the COUNTY and the DISTRICT has established September 30, 2006 as the date the County will transfer responsibility for fire, rescue and emergency medical services to the DISTRICT; and

**WHEREAS**, it is the intention of the COUNTY and the DISTRICT to enter into a separate agreement regarding mutual aid;

**NOW, THEREFORE IN CONSIDERATION** of the mutual consideration and premises set forth below, the parties hereto agree as follows:

**1. PURPOSE OF AGREEMENT:**

The purpose of this agreement is to set forth the mutual obligations and responsibilities of both parties in the transition of fire and rescue services to the citizens within the DISTRICT boundaries.

## **2. RESPONSIBILITIES OF THE DISTRICT:**

- 2.1. The DISTRICT shall provide access to any and all records maintained by the DISTRICT as may be required by the County Fire Marshal in the performance of his duties.
- 2.2. In consideration of the payment of the MSTU fund balance and the promises and duties of the COUNTY under Section 3, below, the DISTRICT shall accept responsibility for and provide within the District all of the duties and responsibilities as defined in 2005 Florida Laws Chapter 329.
- 2.3. The DISTRICT shall enter into a maintenance agreement for the DISTRICTS radio equipment with the Monroe County Sheriffs Office.
- 2.4. The DISTRICT shall accept title to Fire Station 24, located at 1 East Drive, Key Largo, Fl. 33037 in "as is" condition.
- 2.5. The DISTRICT shall accept title to title to Fire Station 25, located at 220 Reef Drive, Key Largo, Fl. 33037, in "as is" condition.
- 2.6. The DISTRICT shall accept title to the equipment, vehicles and /or rolling stock listed in attachment 1 in "as is" condition.
- 2.7. The DISTRICT shall accept the assignment of the responsibilities and duties of the County under the leases and contracts listed in attachment 2.
- 2.8. The DISTRICT shall accept the assignment of the responsibilities and duties of the COUNTY for any equipment identified subsequent to the entering of this agreement as being leased by the COUNTY prior to October 1, 2006 for use within the District and not listed in attachment 2.
- 2.9. In addition to accepting all items listed in attachments 1 and 2 in "as is" condition, as of 12:01 a.m. October 1, 2006, the DISTRICT shall assume all rights, responsibilities, obligations and duties for said items including but not limited to lease payments, security, care, maintenance, repair, code compliance, inspection, permitting, license, registration and insurance.
- 2.10. As of 12:01 a.m. October 1, 2006, the DISTRICT shall be solely responsible for the DISTRICTS utility payments.
- 2.11. As of October 1, 2006, the DISTRICT shall be solely responsible for any and all purchases of the district including but not limited to; equipment, vehicles, fire apparatus, office supplies, maintenance supplies, and cleaning supplies.
- 2.12. The DISTRICT shall reimburse the COUNTY an amount equal to the wages and benefits for the position of Staff Assistant 1 which shall be staffed by a County employee.
- 2.13. The District shall allow the County Emergency Management Department the use of Fire Station 24, and a storeroom within, located at 1 East Drive, Key Largo, Fl. 33037 for the establishment of an alternate Emergency Operations Center (EOC) during hurricane emergencies, radiological emergencies, and other disasters and during hurricane emergency preparedness and radiological emergency preparedness training and exercise sessions. The District shall provide keys to the County for access to the facilities. The County shall be allowed to place a secure lock on the Radiological Equipment Storeroom.

### **3. RESPONSIBILITIES OF COUNTY:**

3.1. The COUNTY shall transfer to the DISTRICT title to Fire Station 24, located at 1 East Drive, Key Largo, FL. 33037, no later than September 30, 2006.

3.2 Following completion of construction, the COUNTY shall transfer to the DISTRICT title to Fire Station 25, located at 220 Reef Drive, Key Largo, FL. 33037, within 30 days of obtaining the Certificate Of Occupancy for the building.

3.3. The COUNTY shall transfer to the DISTRICT title to all the vehicles/rolling stock and equipment listed in attachment 1 by September 30, 2006.

3.4. The COUNTY shall assign to the DISTRICT the contracts and leases listed in attachment 2 by September 30, 2006.

3.5. The COUNTY shall prepare an estimate of the MSTU fund balance as of 9/30/2006. On October 6, 2006, the COUNTY shall forward payment in the amount of \$200,000 to the DISTRICT.

3.6. Upon completion of the FY 2005-2006 COUNTY audit, the COUNTY shall reconcile the estimated MSTU fund balance payment made on October 6, 2006 with the audited balance and forward the payment of any excess funds identified during the COUNTY audit by April 16, 2007.

3.7 COUNTY shall staff the position of Staff Assistant 1 contingent upon annual budget approval.

3.8 The County Emergency Management Department shall be fully responsible for the establishment, staffing, supplying, and operation of the Emergency Operations Center (EOC) and for all cost incurred in such. In the event of a disaster or an exercise, the director of the County's Emergency Management Department, or a designee, shall notify the Chairmen of the District and the Chief of the District of the need to establish an Emergency Operations Center.

### **4. INSURANCE AND HOLD HARMLESS:**

4.1 The parties to this agreement stipulate that each is a state governmental agency as defined by Florida Statutes and represents to the other that it has purchased suitable Public Liability, Vehicle Liability, and Workers' Compensation insurance, or is self-insured, in amounts adequate to respond to any and all claims under federal or state actions for civil rights violations, which are not limited by Florida Statutes Section 768.28 and Chapter 440, as well as any and all claims within the limitations of Florida Statutes Section 768.28 and Chapter 440, arising out of the activities governed by this agreement.

4.2 To the extent allowed by law, each party shall be responsible for any acts, or omissions, of negligence on the part of its employees, agents, contractors, and subcontractors and shall defend, indemnify and hold the other party, its officers and employees, agents and contractors, harmless from all claims, demands, causes of action, losses, costs, and expenses of whatever type - including investigation and witness costs and expenses and attorneys' fees and costs - that arise out of or are attributable to arising out of such actions or omissions. The purchase of insurance does not release or vitiate either party's obligations under this paragraph.

4.3 Notwithstanding the provisions of Sec. 286.28, Florida Statutes, the participation of the COUNTY and DISTRICT in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the COUNTY or DISTRICT be required to contain any provision for waiver.

## **5. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES:**

5.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

5.2. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the COUNTY and DISTRICT agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

5.3 The COUNTY and DISTRICT agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them, the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

5.4. The COUNTY and DISTRICT agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

## **6. SEVERABILITY:**

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The COUNTY and DISTRICT agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

## **7. BINDING EFFECT:**

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the COUNTY and DISTRICT and their respective legal representatives, successors, and assigns.

## **8. AUTHORITY:**

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary COUNTY and corporate action, as required by law.

## **9. CLAIMS FOR FEDERAL OR STATE AID:**

The DISTRICT and COUNTY agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement.

**10. NON-DISCRIMINATION:**

The DISTRICT and COUNTY agree that there will be no discrimination against any person. The DISTRICT and COUNTY agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Ch. 13, Art. VI, prohibiting discrimination on the bases of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

**11. ADJUDICATION OF DISPUTES OR DISAGREEMENTS:**

11.1 The COUNTY and DISTRICT agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

11.2 In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, the COUNTY and DISTRICT agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. The COUNTY and DISTRICT specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

**12. COVENANT OF NO INTEREST:**

The COUNTY and DISTRICT covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that the only interest of each is to perform and receive benefits as recited in this Agreement.

**13. CODE OF ETHICS:**

13.1 The COUNTY agrees that officers and employees of the COUNTY recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

13.2 The DISTRICT warrants that it has not employed, retained or otherwise had act on its behalf any former COUNTY officer or employee subject to the prohibition of Section 2 of ordinance No. 010-1990 or any COUNTY officer or employee in violation of Section 3 of Ordinance No. 010-1990.

**14. NO SOLICITATION/PAYMENT:**

The COUNTY and DISTRICT warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**15. PUBLIC ACCESS:**

The COUNTY and DISTRICT shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY or DISTRICT in conjunction with this Agreement.

**16. PRIVILEGES AND IMMUNITIES:**

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this Agreement within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.

**17. LEGAL OBLIGATIONS AND RESPONSIBILITIES:**

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the COUNTY, except to the extent permitted by the Florida constitution, state statute, and case law.

**18. NON-RELIANCE BY NON-PARTIES:**

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the COUNTY and DISTRICT agree that neither the COUNTY nor DISTRICT or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

**19. NO PERSONAL LIABILITY:**

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member,

officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

**20. EXECUTION IN COUNTERPARTS:**

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

**21. SECTION HEADINGS:**

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

**22. ASSIGNMENT:**

The DISTRICT may not assign this Agreement without the approval of the County's Board of County Commissioners. All the obligations of this Agreement will extend to and bind the legal representatives, successors and assigns of The DISTRICT and the COUNTY.

**23. SUBORDINATION:**

This Agreement is subordinate to the laws and regulations of the United States, the State of Florida, and the COUNTY, whether in effect on commencement of this Agreement or adopted after that date.

**24. INCONSISTENCY:**

If any item, condition or obligation of this Agreement is in conflict with other items in this Agreement, the inconsistencies shall be construed so as to give meaning to those terms which limit the COUNTY's responsibility and liability.

**25. ETHICS CLAUSE:**

The DISTRICT warrants that it has not employed, retained or otherwise had act on its behalf any former COUNTY officer or employee subject to the prohibition of Section 2 of ordinance No. 010-1990 or any COUNTY officer or employee in violation of Section 3 of Ordinance No. 010-1990.

**26. CONSTRUCTION:**

This Agreement has been carefully reviewed by The DISTRICT and COUNTY. Therefore, this Agreement is not to be construed against any party on the basis of authorship.

**27. NOTICES.**

Notices in this Agreement, unless otherwise specified, must be sent by certified mail to the following:

|                      |  |
|----------------------|--|
| County:              | Key Largo Fire Rescue & Emergency Medical Services |
| County Administrator | William Andersen, Chairman                         |
| 1100 Simonton Street | P.O. Box 371023                                    |
| Key West, FL 33040   | Key Largo, Fl. 33037-1023                          |



**28. FULL UNDERSTANDING:**

This Agreement is the parties' final mutual understanding. It replaces any earlier agreements or understandings, whether written or oral. This Agreement cannot be modified or replaced except in a written amendment duly executed by both parties.

**29. EFFECTIVE DATE:**

This Agreement will take effect on the \_\_\_\_ day of \_\_\_\_\_, 2006.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(SEAL)  
ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
Mayor Charles "Sonny" McCoy

KEY LARGO FIRE RESCUE AND EMERGENCY  
MEDICAL SERVICES

By   
William Andersen, Chairman

\_\_\_\_\_  
Witnesses

This document was prepared and approved as to form by:  
District Counsel  
Kerry L. Willis  
Vernis & Bowling

**INTERLOCAL AGREEMENT  
MONROE COUNTY AND KEY LARGO FIRE RESCUE  
AND EMERGENCY MEDICAL  
SERVICES DISTRICT**

**ATTACHMENT 1 INDEX**

- A. Key Largo Fire and Rescue Equipment (2 Pages)
- B. Key Largo Ambulance Equipment (1 Page)

## KEY LARGO FIRE AND RESCUE EQUIPMENT

| Asset Id No. | Serial Number      | Asset Description              | Acquisition Date | Location | Status Code | Initial Cost |
|--------------|--------------------|--------------------------------|------------------|----------|-------------|--------------|
| 2440         |                    | 24" ELECTRIC BLOWER            | 04/15/2005       | UK-K06   | ACTIVE      | 2,150.00     |
| 3252         | 4P1CT2A11A001719   | 2001 PIERCE PUMPER TRUCK E-24  | 08/22/2001       |          | ACTIVE      | 298,945.00   |
| 3253         | EX033132           | SCBA/SELF CONTAINED BREATHING  | 01/21/2004       |          | ACTIVE      | 2,345.00     |
| 3254         | EX036035           | SCBA/SELF CONTAINED BREATHING  | 01/21/2004       |          | ACTIVE      | 2,345.00     |
| 3255         | EX033123           | SCBA/SELF CONTAINED BREATHING  | 01/21/2004       |          | ACTIVE      | 2,345.00     |
| 3256         | EX036215           | SCBA/SELF CONTAINED BREATHING  | 01/21/2004       |          | ACTIVE      | 2,345.00     |
| 3257         | EX031012           | SCBA/SELF CONTAINED BREATHING  | 01/21/2004       |          | ACTIVE      | 2,345.00     |
| 3258         |                    | DELUGE NOZZLE W/TIPS           | 07/06/1981       |          | ACTIVE      | 2,542.00     |
| 3259         | 991000040          | SAW, VENT                      | 03/31/2000       |          | ACTIVE      | 1,275.00     |
| 3260         |                    | 3" VICTAULIC PIPE FOR DECK GUN | 12/12/2001       |          | ACTIVE      | 1,341.50     |
| 3261         |                    | PORTABLE MANIFOLD              | 12/27/2001       |          | ACTIVE      | 1,468.39     |
| 3262         |                    | RESCUE SAW 14"                 | 09/30/2002       |          | ACTIVE      | 1,195.00     |
| 3263         |                    | ELECTRIC SPEED BLOWER/FAN      | 08/14/2003       |          | ACTIVE      | 2,114.00     |
| 3265         | 4P1CT02A81A0001702 | 2001 PIERCE PUMPER TRUCK E-25  | 08/22/2001       |          | ACTIVE      | 302,702.00   |
| 3266         | EX030146           | SCBA/SELF CONTAINED BREATHING  | 01/21/2004       |          | ACTIVE      | 2,345.00     |
| 3267         | EX036008           | SCBA/SELF CONTAINED BREATHING  | 01/21/2004       |          | ACTIVE      | 2,345.00     |
| 3268         | EX033131           | SCBA/SELF CONTAINED BREATHING  | 01/21/2004       |          | ACTIVE      | 2,345.00     |
| 3269         | EX029078           | SCBA/SELF CONTAINED BREATHING  | 01/21/2004       |          | ACTIVE      | 2,345.00     |
| 3270         | EX036096           | SCBA/SELF CONTAINED BREATHING  | 01/21/2004       |          | ACTIVE      | 2,345.00     |
| 3271         | 61413B             | RAM BAR 60" -ON RESCUE E-25    | 09/30/1991       |          | ACTIVE      | 1,720.00     |
| 3272         | ZW166169           | RIT KIT/RESCUEAIRE II SYSTEM   | 01/21/2004       |          | ACTIVE      | 1,955.69     |
| 3273         | ZX023100           | RIT KIT/RESCUEAIRE II SYSTEM   | 01/21/2004       |          | ACTIVE      | 1,955.69     |
| 3274         |                    | PORTABLE MANIFOLD              | 12/27/2001       |          | ACTIVE      | 1,468.39     |
| 3275         | 1095890            | HONDA GENERATOR /WAS 1438-587  | 08/05/2003       |          | ACTIVE      | 1,200.00     |
| 3276         | 1S91G71DOR1020063  | 1994 RESCUE/PUMPER S-24        | 08/03/1994       |          | ACTIVE      | 217,950.00   |
| 3278         | EX031008           | SCBA/SELF CONTAINED BREATHING  | 01/21/2004       |          | ACTIVE      | 2,345.00     |
| 3279         | EX031015           | SCBA/SELF CONTAINED BREATHING  | 01/21/2004       |          | ACTIVE      | 2,345.00     |
| 3280         | EX031003           | SCBA/SELF CONTAINED BREATHING  | 01/21/2004       |          | ACTIVE      | 2,345.00     |
| 3281         | EX030149           | SCBA/SELF CONTAINED BREATHING  | 01/21/2004       |          | ACTIVE      | 2,345.00     |
| 3282         |                    | (2)RAM BARS,POWER UNIT,CUTTER, | 06/09/1993       |          | ACTIVE      | 11,604.55    |
| 3283         |                    | "JAWS OF LIFE" RESCUE SYSTEM   | 07/31/2000       |          | ACTIVE      | 25,000.00    |
| 3284         | 550505             | AIR GUN KIT                    | 01/12/1992       |          | ACTIVE      | 1,925.00     |
| 3285         |                    | 911 RESCUE KIT                 | 01/13/1999       |          | ACTIVE      | 1,300.00     |
| 3286         |                    | RESQ BAGS-SET 'A'              | 01/24/2005       |          | ACTIVE      | 8,995.00     |
| 3287         | EX031001           | SCBA/SELF CONTAINED BREATHING  | 01/21/2004       |          | ACTIVE      | 2,345.00     |
| 3288         | 55480              | CUTTER                         | 03/29/2005       |          | ACTIVE      | 4,266.24     |
| 3289         | N9478              | 30C RAM                        | 03/29/2005       |          | ACTIVE      | 2,237.11     |
| 3290         | N9462              | 60C RAM                        | 03/29/2005       |          | ACTIVE      | 2,332.21     |
| 3291         | N9477              | 30C RAM                        | 03/29/2005       |          | ACTIVE      | 2,237.11     |
| 3292         | 11899              | POWER UNIT                     | 03/29/2005       |          | ACTIVE      | 5,908.50     |
| 3293         | A0256-D05          | THERMAL IMAGING CAMERA         | 04/30/2005       |          | ACTIVE      | 8,868.00     |
| 3294         | 1FDAF56F52EB97843  | 2002 ENCORE CASCADE E-24       | 05/29/2002       |          | ACTIVE      | 137,219.00   |
| 3295         | 776ASC0108         | RADIO, MARATRAC MOBILE KL FIRE | 04/29/1992       |          | ACTIVE      | 1,105.00     |
| 3296         | 02935705           | TEMPEST SMOKE EJECTOR (TANKER, | 03/17/1993       |          | ACTIVE      | 1,561.00     |
| 3297         | 1FDNF70K3DVA27941  | 1983 RESCUE/PUMPER L-24        | 05/06/1983       |          | ACTIVE      | 81,971.20    |
| 3298         | 776ASC0109         | RADIO, MARATRAC MOBILE KL FIRE | 04/29/1992       |          | ACTIVE      | 1,105.00     |
| 3299         | 1F9DBAA8XK1037630  | 1988 LADDER TRUCK L-70         | 01/01/1989       |          | ACTIVE      | 475,523.00   |

**KEY LARGO FIRE AND RESCUE EQUIPMENT**

|      |                   |                                |            |        |            |
|------|-------------------|--------------------------------|------------|--------|------------|
| 3300 | 776ASC0102        | MOBILE RADIO                   | 04/29/1992 | ACTIVE | 1,105.00   |
| 3301 | EX036019          | SCBA/SELF CONTAINED BREATHING  | 01/21/2004 | ACTIVE | 2,345.00   |
| 3302 | EX035027          | SCBA/SELF CONTAINED BREATHING  | 01/21/2004 | ACTIVE | 2,345.00   |
| 3303 | EX036005          | SCBA/SELF CONTAINED BREATHING  | 01/21/2004 | ACTIVE | 2,345.00   |
| 3304 | EX036054          | SCBA/SELF CONTAINED BREATHING  | 01/21/2004 | ACTIVE | 2,345.00   |
| 3305 | EX036004          | SCBA/SELF CONTAINED BREATHING  | 01/21/2004 | ACTIVE | 2,345.00   |
| 3306 | EX033124          | SCBA/SELF CONTAINED BREATHING  | 01/21/2004 | ACTIVE | 2,345.00   |
| 3307 | EX031016          | SCBA/SELF CONTAINED BREATHING  | 01/21/2004 | ACTIVE | 2,345.00   |
| 3308 | 81083-            | 60 KW GENERATOR W/ALLIS CHALME | 09/30/1992 | ACTIVE | 5,476.23   |
| 3309 | 671ASY0149        | MOBILE RADIO IN 1438-511 S-24  | 01/27/1993 | ACTIVE | 2,118.30   |
| 3310 | EX036195          | SCBA/SELF CONTAINED BREATHING  | 01/21/2004 | ACTIVE | 2,345.00   |
| 3311 | EX035035          | SCBA/SELF CONTAINED BREATHING  | 01/21/2004 | ACTIVE | 2,345.00   |
| 3312 | EX031011          | SCBA/SELF CONTAINED BREATHING  | 01/21/2004 | ACTIVE | 2,345.00   |
| 3313 | EX031002          | SCBA/SELF CONTAINED BREATHING  | 01/21/2004 | ACTIVE | 2,345.00   |
| 3314 | EX036011          | SCBA/SELF CONTAINED BREATHING  | 01/21/2004 | ACTIVE | 2,345.00   |
| 3315 | 12697961          | DEFIBULATOR                    | 06/28/2000 | ACTIVE | 3,091.64   |
| 3316 | 12697920          | DEFIBULATOR                    | 06/28/2000 | ACTIVE | 3,091.63   |
| 3317 | 355CEA0825        | RADIO                          | 01/08/2004 | ACTIVE | 1,050.00   |
| 3318 | 5036MM            | EXTRACATION DEVICE             | 09/18/1985 | ACTIVE | 1,456.00   |
| 3319 | 40570             | RESCUE TOOL                    | 09/01/1987 | ACTIVE | 1,230.00   |
| 3320 | 776ASC0106        | RADIO, MARATRAC MOBILE KL FIRE | 04/29/1992 | ACTIVE | 1,105.00   |
| 3321 | 776ASC0107        | RADIO, MARATRAC MOBILE KL FIRE | 04/29/1992 | ACTIVE | 1,105.00   |
| 3322 | 9945432           | RANGER UHF RADIO BASE STATION  | 06/02/1993 | ACTIVE | 1,288.00   |
| 3323 | 671ASC0397        | MOTOROLA SPECTRA RADIO (CHIEF' | 09/30/1993 | ACTIVE | 2,012.02   |
| 3324 | 9402007647        | SPEED QUEEN WASHER,STAINLESS   | 03/16/1994 | ACTIVE | 2,645.00   |
| 3325 | 1FDKE30MXJHB51697 | 1988 FORD AMB/DIVE RESCUE 25   | 06/24/1996 | ACTIVE | 58,555.44  |
| 3327 | 993200536L70      | SAW, VENT                      | 03/31/2000 | ACTIVE | 1,275.00   |
| 3328 |                   | 21" PRESSURE FAN               | 09/26/2001 | ACTIVE | 1,575.00   |
| 3329 | 355ACA0646        | PORTABLE RADIO                 | 01/23/2002 | ACTIVE | 1,040.75   |
| 3330 |                   | COMMAND CENTER UNIT            | 12/27/2001 | ACTIVE | 4,619.00   |
| 3331 | 721CDQ2953        | PORTABLE RADIO                 | 05/27/2003 | ACTIVE | 5,087.85   |
| 3332 | BO-1980-AD2       | THERMAL IMAGING CAMERA         | 03/20/2002 | ACTIVE | 16,496.00  |
| 3333 |                   | SKED-EVAC TRIPOD W/CASE        | 08/28/2002 | ACTIVE | 1,052.52   |
| 3335 | 29271             | PORTABLE FIRE PUMP             | 04/04/2003 | ACTIVE | 4,950.00   |
| 3336 |                   | COMPLETE HURST COMBINATN TOOL  | 03/17/2004 | ACTIVE | 12,923.10  |
| 3337 | ZX021071?         | RIT KIT                        | 03/31/2004 | ACTIVE | 1,969.64   |
| 3338 |                   | 911 RESCUE KIT/AIR CHISEL TOOL | 10/08/2004 | ACTIVE | 1,186.50   |
| 3339 |                   | 911 RESCUE KIT/AIR CHISEL TOOL | 10/08/2004 | ACTIVE | 1,186.50   |
| 3340 |                   | DOUBLE SIDED MOBILE RACK       | 02/16/2005 | ACTIVE | 1,490.00   |
| 4237 |                   | GE RADIO TOWER                 | 12/31/1990 | ACTIVE | 4,712.25   |
| 4666 | 1FVXFSEB0PP419863 | 1993 PUMPER TANKER T-24        | 02/25/1994 | ACTIVE | 209,649.00 |
| 4667 | 26104             | AGE PORTABLE PUMP              | 09/02/1992 | ACTIVE | 3,059.58   |
| 4668 |                   | FOLDA TANK/ORANGE              | 05/19/1993 | ACTIVE | 1,411.00   |
| 4669 | 75370             | HURST SPREADER                 | 06/08/1994 | ACTIVE | 4,347.00   |
| 4670 |                   | ELKHART STINGER NOZZLE (INV.5/ | 07/27/1994 | ACTIVE | 1,327.00   |
| 4671 | 355ACA0647        | PORTABLE RADIO                 | 01/23/2002 | ACTIVE | 1,040.75   |
| 4672 |                   | 3" VICTAULIC PIPE FOR DECK GUN | 12/12/2001 | ACTIVE | 1,341.50   |
| 4908 | EX035180          | SCBA/SELF CONTAINED BREATHING  | 01/21/2004 | ACTIVE | 2,345.00   |

**KEY LARGO FIRE AND RESCUE EQUIPMENT**

|      |            |                               |            |  |        |              |
|------|------------|-------------------------------|------------|--|--------|--------------|
| 4909 | EX036039   | SCBA/SELF CONTAINED BREATHING | 01/21/2004 |  | ACTIVE | 2,345.00     |
| 4910 | EX031022   | SCBA/SELF CONTAINED BREATHING | 01/21/2004 |  | ACTIVE | 2,345.00     |
| 4911 | EX033128   | SCBA/SELF CONTAINED BREATHING | 01/21/2004 |  | ACTIVE | 2,345.00     |
| 5073 | T095-17    | MERCURY GROUND MONITOR        | 02/03/2005 |  | ACTIVE | 1,971.00     |
| 5074 | T095-01    | MERCURY GROUND MONITOR        | 02/03/2005 |  | ACTIVE | 1,971.00     |
| 5422 |            | 10X10 TENT                    | 02/07/2006 |  | ACTIVE | 3,933.40     |
| 5470 |            | CUTTER                        | 03/21/2006 |  | ACTIVE | 4,494.10     |
| 5471 |            | MINI MATE SIMO POWER UNIT     | 03/21/2006 |  | ACTIVE | 6,168.56     |
| 5477 | LZ081920KS | SCBA                          | 03/31/2006 |  | ACTIVE | 4,164.67     |
| 5478 | LZ081913KS | SCBA                          | 03/31/2006 |  | ACTIVE | 4,164.67     |
| 5479 | LZ081922KS | SCBA                          | 03/31/2006 |  | ACTIVE | 4,164.67     |
| 5480 | LZ081897KS | SCBA                          | 03/31/2006 |  | ACTIVE | 4,164.67     |
| 5564 | 165923     | HONDA GENERATOR               | 03/20/2006 |  | ACTIVE | 2,799.99     |
| 108  |            |                               |            |  |        | 2,090,901.51 |

## KEY LARGO AMBULANCE EQUIPMENT

| Asset Id No. | Serial Number     | Asset Description              | Acquisition Date | Location | Status Code | Initial Cost |
|--------------|-------------------|--------------------------------|------------------|----------|-------------|--------------|
| 1958         | 412934202         | COMPUTER                       | 10/10/2002       | UK-K08   | ACTIVE      | 1,745.00     |
| 1964         | 1FDXE45F43HB28764 | 2003 FORD WHEELED COACH R223   | 11/19/2003       |          | ACTIVE      | 91,673.30    |
| 1965         | 671ASY0134        | SPECTRA MOBILE RADIO IN #76    | 01/27/1993       |          | ACTIVE      | 2,118.30     |
| 1966         | 13451844          | LIFE PAK 12                    | 05/10/2001       |          | ACTIVE      | 18,672.36    |
| 1967         | 2543              | MICHIGAN CPR THUMPER/141201-20 | 07/01/1997       |          | ACTIVE      | 5,355.70     |
| 1969         | 1FDXE40F2XHA04120 | 1999 FORD AMBULANCE R123       | 02/10/1999       |          | ACTIVE      | 80,109.00    |
| 1970         | 671ARU0250        | SPECTRA MOBILE RADIO INSTALLED | 09/30/1991       |          | ACTIVE      | 2,109.25     |
| 1971         | 671ASY0136        | SPECTRA MOBILE RADIO IN R123   | 01/27/1993       |          | ACTIVE      | 2,118.30     |
| 1972         | 13451845          | LIFE PAK 12                    | 05/10/2001       |          | ACTIVE      | 15,933.35    |
| 1975         | 1FDXE45F22HB11881 | 2002 FORD AMBULANCE R323       | 09/18/2002       |          | ACTIVE      | 90,774.00    |
| 1976         | 671ASY0150        | RADIO, SPECTRA MOBILE -TRCK 61 | 01/27/1993       |          | ACTIVE      | 2,118.30     |
| 1977         | 671ASY0135        | SPECTRA MOBILE RADIO IN #76    | 01/27/1993       |          | ACTIVE      | 2,118.30     |
| 1978         | 1916              | L P THUMPER CPR IN #75         | 12/21/1993       |          | ACTIVE      | 4,296.00     |
| 1979         |                   | LIFEPAK W/AUXI POWER IN #R123  | 11/22/1993       |          | ACTIVE      | 9,749.21     |
| 1980         | 087604            | RESUSCI RECORDING ANNE         | 02/19/1991       |          | ACTIVE      | 1,415.00     |
| 1981         | 518943            | COLOR TV                       | 05/03/1994       |          | ACTIVE      | 1,899.97     |
| 1982         |                   | TEACHING TORSO                 | 03/17/1993       |          | ACTIVE      | 1,011.00     |
| 1983         |                   | SOUND SYSTEM, TRANSM. KL AMBUL | 04/21/1993       |          | ACTIVE      | 1,050.00     |
| 1985         | 015735            | HEARTSIM 2000 LAERDAL          | 07/08/1992       |          | ACTIVE      | 1,995.00     |
| 1986         |                   | HEARTSIM, 2000 -KL TRAINING RM | 07/01/1992       |          | ACTIVE      | 1,925.00     |
| 1987         |                   | MANNEQUIN ALS LAERDAL          | 08/05/1992       |          | ACTIVE      | 3,795.00     |
| 1988         | 012203            | INTERFACE MONITOR              | 08/05/1992       |          | ACTIVE      | 1,795.00     |
| 1989         |                   | BATTERY ANYLIZER               | 08/12/1998       |          | ACTIVE      | 1,870.00     |
| 1990         | 00007541          | LIFEPAK IN R223                | 03/26/1991       |          | ACTIVE      | 8,653.26     |
| 1991         | 2259              | LIFE PAK 10 W/ PACER IN R123   | 01/01/1990       |          | ACTIVE      | 9,257.32     |
| 1992         | 1FDXE45F7YHB34422 | 2000 FORD AMBULANCE R23        | 08/04/2000       |          | ACTIVE      | 81,559.00    |
| 1993         | 671ASY0133        | SPECTRA MOBILE RADIO IN R23    | 01/27/1993       |          | ACTIVE      | 2,118.30     |
| 1994         | 0393              | DIXIE THUMPER W/CASE           | 01/08/1987       |          | ACTIVE      | 5,345.95     |
| 1995         | 156109            | NISSAN EMERGENCY GENERATOR 10  | 09/11/1991       |          | ACTIVE      | 9,061.04     |
| 5078         | 00007546          | LIFEPAK IN R223                | 03/26/1991       |          | ACTIVE      | 8,653.27     |
| 5103         | 623CFC0366        | RADIO                          | 02/02/2005       |          | ACTIVE      | 2,415.87     |
| 5104         | 623CFC0365        | RADIO                          | 02/02/2005       |          | ACTIVE      | 2,415.87     |
| 5105         | 623CFC0364        | RADIO                          | 02/02/2005       |          | ACTIVE      | 2,415.87     |
| 5369         | G9VGK61           | EMS PRO REPORTING              | 01/21/2005       |          | ACTIVE      | 44,975.22    |
| 5370         | 31748557          | COPIER                         | 07/06/1998       |          | ACTIVE      | 5,297.00     |
| 5608         | 041659            | LAPTOP COMPUTER                | 04/13/2005       |          | ACTIVE      | 5,380.35     |
| 5609         | 041658            | LAPTOP COMPUTER                | 04/13/2005       |          | ACTIVE      | 5,380.34     |
| 5610         | 041657            | LAPTOP COMPUTER                | 04/13/2005       |          | ACTIVE      | 5,380.34     |
| 38           |                   |                                |                  |          |             | 543,955.34   |

**INTERLOCAL AGREEMENT  
MONROE COUNTY AND KEY LARGO FIRE RESCUE  
AND EMERGENCY MEDICAL  
SERVICES DISTRICT**

**ATTACHMENT 2 INDEX**

**A. NORTH STATION:**

1. *Lease Agreement* between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and the Board of County Commissioners of Monroe County, Florida dated July 7, 1993.
2. Site map

**B. SOUTH STATION:**

1. *Lease Agreement* between the Key Largo Volunteer Fire and Rescue Department, Inc. and Monroe County dated January 8, 1992.
2. Site map.

**ATTACHMENT 2 INDEX**

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND  
OF THE STATE OF FLORIDA

LEASE AGREEMENT

Lease No. 3671

THIS LEASE AGREEMENT, made and entered into this 7th day  
of July 1993, between the BOARD OF TRUSTEES OF THE  
INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA  
hereinafter referred to as "LESSOR," and the BOARD OF COUNTY  
COMMISSIONERS OF MONROE COUNTY, hereinafter referred to as  
"LESSEE."

LESSOR, for and in consideration of mutual covenants and  
agreements hereinafter contained, does hereby lease to said  
LESSEE the lands described in paragraph 2 below, together with  
the improvements thereon, and subject to the following terms and  
conditions:

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities  
and obligations herein shall be exercised by the Division of  
State Lands, Department of Natural Resources.
2. DESCRIPTION OF PREMISES: The property subject to this  
lease, is situated in the County of Monroe, State of Florida and  
is more particularly described in Exhibit "A" attached hereto and  
hereinafter referred to as the "leased premises".
3. TERM: The term of this lease shall be for a period of  
Fifty (50) years commencing on July 7, 1993 and ending  
on July 6, 2043, unless sooner terminated pursuant to  
the provisions of this lease.
4. PURPOSE: The LESSEE shall manage the leased premises  
only for the establishment and operation of a fire station, along  
with other related uses necessary for the accomplishment of this  
purpose as designated in the Management Plan required by  
paragraph 8 of this lease.
5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have  
the right of ingress and egress to, from and upon the leased



premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.

6. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformance with this lease.

7. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.

8. MANAGEMENT PLAN: LESSEE shall prepare and submit a Management Plan for the leased premises, in accordance with Chapters 18-2 and 18-4, Florida Administrative Code, within 12 months of the effective date of this lease. The Management Plan shall be submitted to LESSOR for approval through the Division of State Lands. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the Management Plan is approved. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Management Plan for the leased premises. The Management Plan shall be submitted to LESSOR in draft form for review and comments within ten months of the effective date of this lease. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. LESSEE shall not proceed with development of said leased premises including, but not limited to, funding, permit application, design or building contracts, until the Management Plan required herein has been submitted and approved. Any financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE'S own risk. The Management Plan shall emphasize the original management concept as approved by LESSOR on the effective date of this lease which established the primary public purpose for which the leased premises are to be managed. The approved Management Plan shall

provide the basic guidance for all management activities and shall be reviewed jointly by LESSEE and LESSOR at least every five (5) years. LESSEE shall not use or alter the leased premises except as provided for in the approved Management Plan without the prior written approval of LESSOR. The Management Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Management Plan. LESSEE and LESSOR are aware that a building, used as a fire station, is extant upon the leased premises. LESSEE shall have the right to, immediately, make such repairs and/or improvements upon said building necessitated because of hurricane related damage and/or for the general maintenance/security of the leased premises. such general repairs or maintenance, specifically the restoration of the hurricane damaged main doors, do not require the submission of plans by LESSEE.

9. EASEMENTS: All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of LESSOR. Any easement not approved in writing by LESSOR shall be void and without legal effect. All easements that exist as of the date of execution of this Lease Agreement are permitted without further written approval of LESSOR.

10. SUBLEASES: This agreement is for the purposes specified herein and subleases of any nature are prohibited, without the prior written approval of LESSOR. Any sublease not approved in writing by LESSOR shall be void and without legal effect.

11. RIGHT OF INSPECTION: LESSOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect the leased premises and the works and operations of LESSEE in any matter pertaining to this lease.

12. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures, improvements, and signs shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers and shall require the prior written

approval of LESSOR as to purpose, location and design, except as provided in paragraph 8, above. Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of LESSOR. Removable equipment and removable improvements placed on the leased premises by LESSEE which do not become a permanent part of the leased premises will remain the property of LESSEE and may be removed by LESSEE upon termination of this lease.

13. INSURANCE REQUIREMENTS: During the term of this lease LESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the leased premises. The liability insurance coverage shall be in amounts not less than \$100,000.00 per occurrence and \$200,000.00 per accident for personal injury, death, and property damage on the leased premises. Such policies of insurance shall name LESSOR, the State of Florida and LESSEE as co-insureds. LESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this lease and shall submit annually thereafter, written evidence of maintaining such insurance policies to the Bureau of Land Management Services, Division of State Lands, Department of Natural Resources, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399. LESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. LESSEE shall immediately notify LESSOR and the insurer of any erection or removal of any building or other improvement on the leased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. LESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage, and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this lease.

14. INDEMNITY: LESSEE hereby covenants and agrees to investigate all claims of every nature at its own expense, and to indemnify, protect, defend, save and hold harmless the State of Florida and LESSOR from any and all claims, actions, lawsuits and demands of any kind or nature arising out of this lease to the extent provided by law.

15. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the leased premises or to the improvements thereon, including any and all ad valorem taxes and drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the leased premises.

16. NO WAIVER OF BREACH: The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

17. TIME: Time is expressly declared to be of the essence of this lease.

18. NON DISCRIMINATION: LESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the leased premises or upon lands adjacent to and used as an adjunct of the leased premises.

19. UTILITY FEES: LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the leased premises and for having all utilities turned off when the leased premises are surrendered.

20. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to

LESSEE to drill for or develop the same, and LESSOR specifically reserves the right to lease the leased premises for purpose of exploring and recovering oil and minerals by whatever means appropriate; provided, however, that LESSEE named herein shall be fully compensated for any and all damages that might result to the leasehold interest of said LESSEE by reason of such exploration and recovery operations.

21. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease, and LESSOR shall have the right to either audit such records at any reasonable time or require the submittal of an annual independent audit by a Certified Public Accountant during the term of this lease. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to the provisions of Chapter 119, Florida Statutes.

22. CONDITION OF PREMISES: LESSOR assumes no liability or obligation to LESSEE with reference to the condition of the leased premises. The leased premises herein are leased by LESSOR to LESSEE in an "as is" condition, with LESSOR assuming no responsibility for the care, repair, maintenance or improvement of the leased premises for the benefit of LESSEE.

23. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

24. NOTICE: All notices given under this lease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. LESSOR and LESSEE hereby designate their address as follows:

LESSOR: Department of Natural Resources  
Division of State Lands

Bureau of Land Management Services  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399

LESSEE: County of Monroe  
County Administrator  
5100 College Road  
Stock Island, Key West, FL 33040

25. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty (60) days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty (60) days of receipt of written notice, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the leased premises and attorneys' fees or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

26. DAMAGE TO THE PREMISES: (A) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises or adjacent properties, or any part thereof. (B) Lessee shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous

waste, substance, material, pollutant or contaminant.

"Pollutants" and "pollution" shall mean those products or substances defined in Florida Statutes, Chapter 376 and Chapter 403 and the rules promulgated thereunder, all as amended or updated from time to time. In the event of LESSEE's failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE's such failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE's obligations set forth in this paragraph shall survive the termination or expiration of this lease. This paragraph shall not be construed as a limitation upon LESSEE's obligations regarding indemnification and payment of costs and fees as set forth in Paragraph 14 of this lease, nor upon any other obligations or responsibilities of LESSEE as set forth herein. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE's activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting period of the applicable agency.

27. SURRENDER OF PREMISES: Upon termination or expiration of this lease, LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, LESSEE shall give written notification to LESSOR and the Bureau of Land Management Services, Division of State Lands, Department of Natural Resources, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399 at least six (6) months prior to the release of any or all of the leased premises. Notification shall include a legal description, this lease number, and an explanation of the release. The release shall only be valid if approved by LESSOR through the execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon termination or expiration of this lease, all improvements, including both physical structures and modifications to the leased premises shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination or expiration of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the leased premises a representative of the Division of State Lands shall perform an on-site inspection and the keys to any building on the leased premises shall be turned over to the Division. If the improvements, do not meet all conditions as set forth in paragraphs 19 and 35 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.

28. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with paragraph 18-2.004(1)(d), Florida Administrative Code, which have been selected, developed, or approved by LESSOR or other land managing agencies for the protection and enhancement of the leased premises.

29. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises is held by LESSOR. LESSEE shall not do or permit anything to be done which purports to create a lien



or encumbrance of any nature against the real property contained in the leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein.

30. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this lease shall be ruled by a court of competent jurisdiction, to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

31. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources. The Management Plan prepared pursuant to Chapters 18-2 and 18-4, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.

32. SOVEREIGNTY SUBMERGED LANDS: This Lease does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

33. DUPLICATE ORIGINALS: This lease is executed in duplicate originals each of which shall be considered an original for all purposes.

34. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR.

35. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, keeping

the leased premises free of trash or litter, maintaining all planned improvements as set forth in the approved Management Plan, meeting all building and safety codes in the location situated and maintaining any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this lease.

36. GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida.

37. SECTION CAPTIONS: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE  
STATE OF FLORIDA

By: [Signature] (SEAL)  
DIRECTOR, DIVISION OF STATE  
LANDS, DEPARTMENT OF NATURAL  
RESOURCES

"LESSOR"

[Signature]  
Witness

Cathy Watkins  
Printed or Typed Name

[Signature]  
Witness

Judith A. Booth  
Printed or Typed Name

STATE OF FLORIDA  
COUNTY OF LEON

24 The foregoing instrument was acknowledged before me this May 19 93, by Percy W. Mallison, Jr., as Director, Division of State Lands, Department of Natural Resources, who is/are personally known to me and who did/(did not) take an oath.

(SEAL)

[Signature]  
Notary Public, State of Florida  
Printed, typed or stamped name:

Commission Number: [Seal] CATHY LYNN WATKINS  
MY COMMISSION # CC 187822 EXPIRES  
March 22, 1996  
BONDED THRU TROY FAIR INSURANCE, INC.

My Commission Expires:

Approved as to Form and Legality

By: [Signature]  
DNR Attorney

BOARD OF COUNTY COMMISSIONERS OF MONROE  
COUNTY, FLORIDA

Jennie M. Parker  
Witness

Jennie M. Parker  
Printed or Typed Name

Patricia I. Knowles  
Witness

Patricia I. Knowles  
Printed or Typed Name

STATE OF FLORIDA  
COUNTY OF MONROE

By: [Signature] (SEAL)

Its: Mayor/Chairman

"LESSEE"

ATTEST: DANNY L. KOLHAGE, CLERK

By: Isabel C. DeSantis  
Deputy Clerk

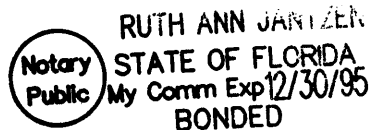
The foregoing instrument was acknowledged before me this  
20 day of July 1993, by Jack London, as  
Mayor, Board of County  
Commissioners of Monroe County, Florida, who is/are  
personally known to me and who did/(did not) take an oath.

(SEAL)

Ruth Ann Jantzen  
Notary Public, State of Florida  
Printed, typed or stamped name:  
Ruth Ann Jantzen

Commission Number: CC173022

My Commission Expires:



APPROVED AND  
By: [Signature]  
Date: 6/24/93

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LEASED PREMISES

Block 1 of Plat No. 5, KEY LARGO CITY, Plat Book 1, Page 176, as recorded in the Public Records of Monroe County, Florida.

AND

Block 3 of Plat No. 5, KEY LARGO CITY, Plat Book 1, Page 176, as recorded in the Public Records of Monroe County, Florida.

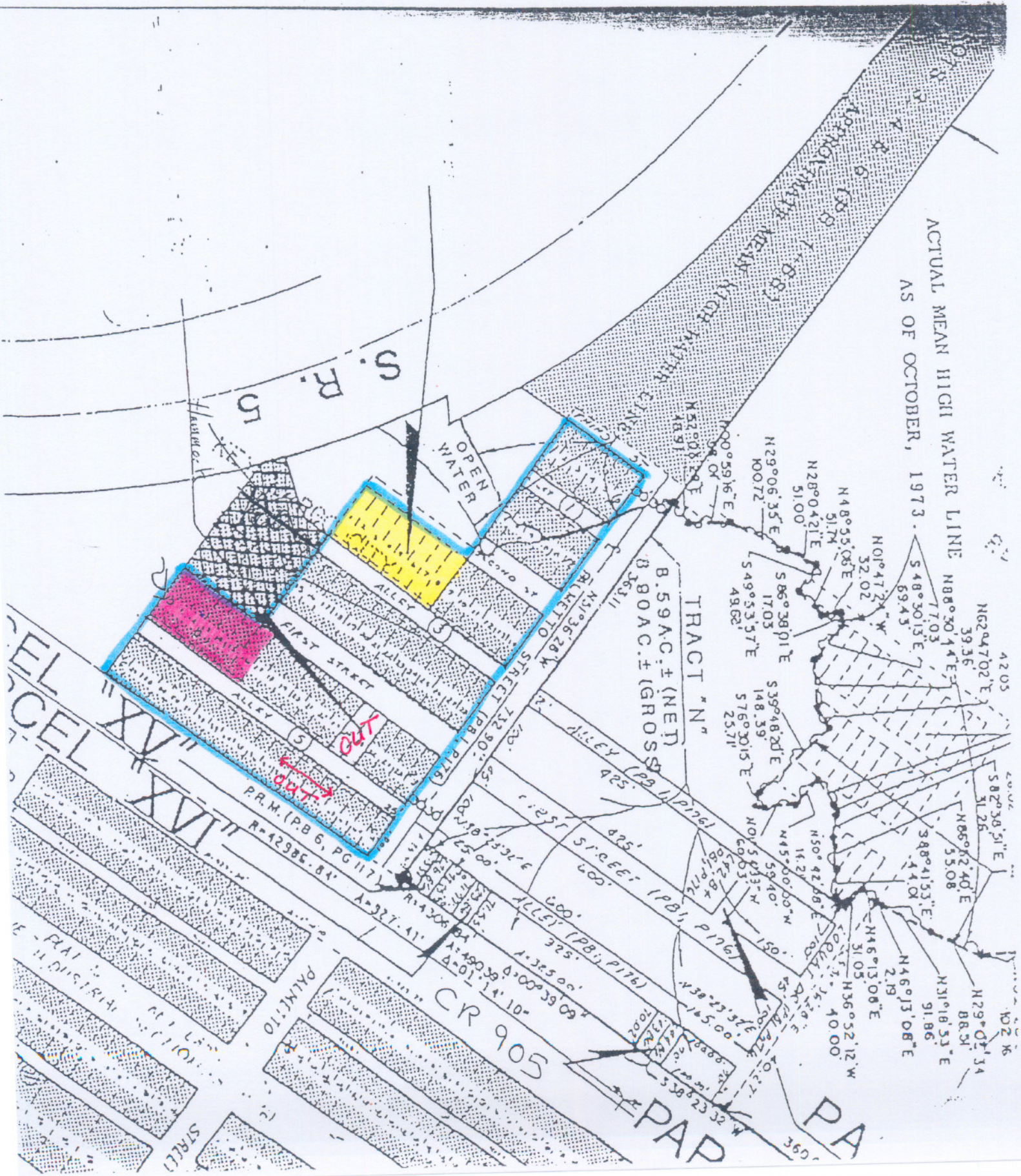
AND

Block 5 of Plat No. 5, KEY LARGO CITY, Plat Book 1, Page 176, as recorded in the Public Records of Monroe County, Florida, excluding Lots 24, 25, 58, 59, 60 and 61, and Lots 8, 9, 44 and 45.

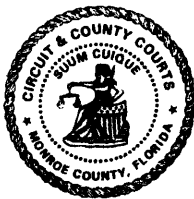
LESS AND EXCEPT the "Replatted Land" which consists of Lots 1 through 7, inclusive, and Lots 30-43, inclusive, of Block 5 of Plat No. 5, KEY LARGO CITY, Plat Book 1, Page 176, as recorded in the Public Records of Monroe County, Florida, and any and all other land lying within the Revised Plat Portion of Block 5, Plat No. 5, KEY LARGO CITY and Other Lands as recorded in Plat Book 3, Page 155, as recorded in the Public Records of Monroe County, Florida.



Lots in question  
Fire Station Site  
Lease No. 3671







ATTACHMENT 2.B.1.  
SOUTH STATION  
(Total 8 pages)

## Danny L. Kolhage

BRANCH OFFICE  
3117 OVERSEAS HIGHWAY  
MARATHON, FLORIDA 33050  
TEL. (305) 743-9036

CLERK OF THE CIRCUIT COURT  
MONROE COUNTY  
500 WHITEHEAD STREET  
KEY WEST, FLORIDA 33040  
TEL. (305) 294-4641

BRANCH OFFICE  
P.O. BOX 379  
PLANTATION KEY, FLORIDA 33070  
TEL. (305) 852-9253

### M E M O R A N D U M

To: Reggie Paros,  
Division Director/Public Safety

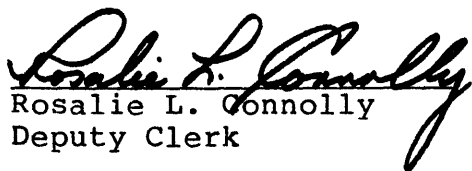
From: Rosalie L. Connolly, Deputy Clerk

Date: April 13, 1992

---

On January 8, 1992, the Board of County Commissioners approved and authorized execution of a Lease Agreement with Key Largo Volunteer Fire and Rescue Department, Inc. regarding land in Sunset Cove Subdivision to be used for a fire training facility, etc., WHICH LEASE HAS JUST BEEN RECEIVED BY THIS OFFICE FOR FINAL PROCESSING AND TRANSMITTAL.

Attached for your handling and follow-through is one duplicate original and one copy of the subject Lease, now executed and sealed by all parties. The duplicate original (raised seal) should be returned to your Lessee and the copy kept in your proper departmental files.

  
Rosalie L. Connolly  
Deputy Clerk

Attachments

cc: County Attorney  
County Administrator w/o document  
Finance Director  
File

## LEASE AGREEMENT

WHEREAS, Key Largo Volunteer Fire and Rescue Department, Inc. (Lessor) and Monroe County (Lessee) entered into a lease dated June 20, 1990 for Sunset Cove Subdivision, Block 13, Lot 9 and 10 and

WHEREAS, the parties wish to rescind that Lease and enter into a new Lease to include Lots 1-10, Block 13 of Sunset Cove Subdivision.

This contract of lease is made and entered into on the 8 day of JANUARY, 1992, by and between the KEY LARGO VOLUNTEER FIRE AND RESCUE DEPARTMENT, INC., who is referred to as the lessor and MONROE COUNTY, a political subdivision of the State of Florida, and who is referred to as lessee. The parties agree for mutual promises and consideration to the following:

### 1. DESCRIPTION AND PURPOSE

The lessor leases unto lessee the land located in Monroe County, Florida and more particularly described as:

Sunset Cove Subdivision, Block 13, Lot 1, 2, 3, 4, 5, 6, 7, 8, 9, and Lot 10, according to the plat recorded in Plat Book 1 at page 165 of the public records of Monroe County, Florida

The purpose of this lease is as follows: i) for lessee to construct a fire training facility; ii) to provide a fire training facility to be used by the Key Largo Volunteer Fire and Rescue Department, and providing that the fire training facility shall be open and available for use by any Monroe County Fire Rescue Department or other emergency services agency of Monroe County as determined and scheduled by the Fire Marshal's Office; iii) to provide a fire station for the exclusive use and occupancy of the Key Largo Volunteer Fire and Rescue Department for fire and rescue services to the public.

### 2. TERM

Lessor leases the above premises for a term of thirty (30) years, beginning JANUARY 8, 1992, and terminating on JANUARY 8, 2022, at the annual rent of two dollars (\$2.00).

### 3. CANCELLATION

The Lease can only be terminated if both parties agree in writing.

Any decision to terminate Key Largo Volunteer Fire and Rescue Department's occupancy of the fire station shall be considered a breach of this agreement and cause for cancelation of same.

4. TAXES

Lessee shall pay and discharge when due, all state and local taxes, assessment, levies, and other charges, if any, that may be imposed or charged on the land or building and improvements now or hereafter built or made thereon during the term hereof or any renewals.

5. REPAIRS AND MAINTENANCE

Lessee shall keep the demised premises and improvements in good repair allowing for ordinary wear and tear provided such expenditures for repairs are made according to law and within Lessee's fiscal and budgetary capabilities.

6. UTILITIES

Lessee shall install and obtain all utility services required for the demised premises.

7. IMPROVEMENTS

Lessee shall, within 12 months from the date hereof, begin construction of a fire station and fire training facility in accordance with the plans and specifications agreed upon by the parties, contingent upon funding by the Board of County Commissioners. If the parties cannot agree as to the plans and specifications, the decision with regard thereto shall be made by the Board of County Commissioners which decision shall be final.

8. INSURANCE

Lessee shall keep the building insured against loss or damage by reason of fire or loss to the extent of full insurable value thereof.

9. HOLD HARMLESS

Lessee agrees fully to indemnify and hold harmless, the lessor from and against all claims and actions arising during the course of this agreement. This hold harmless provision shall be limited to \$100,000 for any one person or \$200,000 arising out of the same incident or occurrence.

10. QUIET ENJOYMENT

Lessor agrees that, on payment of the rent and performance of the covenants and agreements on the part of lessee, lessee shall peaceably have and enjoy the leased premises and all rights and privileges of the leased premises subject to Key Largo Volunteer Fire and Rescue Department's use and occupancy as set forth above.

11. SURRENDER OF POSSESSION

Upon the expiration of this lease, lessee shall retain title to and have right to remove any buildings or improvements located on the leased premises within 180 days of date of expiration.



12. NOTICES

Notices to lessor provided shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Key Largo Volunteer Fire/Rescue Inc.  
Attention: President  
P.O. Box 782 Key Largo, FL 33037

and notice to lessee, if sent by certified mail, postage prepaid, addressed to:

Chairman of the Board of County Commissioners  
P.O. Box 1680  
Key West, FL 33040

or to such other respective addresses as the parties may designate to each other in writing from time to time.

13. SUCCESSORS AND ASSIGNS BOUND BY COVENANTS

All the agreements in this lease shall extend to and bind the legal representatives, successors and assigns of the respective parties.

14. EFFECTIVE DATE

This lease cannot be in full force and effect until approved by the Board of County Commissioners of Monroe County, Florida.

15. ENTIRE AGREEMENT

This agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes any and all prior agreements with respect to such subject matter between lessor and the lessee.

16. RENEWAL

At the expiration of this lease, lessee shall have the option to renew this lease for two additional (30 year periods) under the same terms and conditions. Lessee shall notify the Lessor in writing that it wishes to exercise the option at least 30 days before the expiration of the lease.

17. RECESSION OF PRIOR LEASE

The lease of June 20, 1990, between the Parties is hereby rescinded.

18. CERTIFICATION OF TITLE

The lessor warrants that it has title to the premises and agrees to furnish to Monroe County within ten (10) days of execution of this document a certificate of title.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA,

(SEAL)

Attest: Danny L. Kolhage, Clerk

Rosalie L. Connolly, D.C.  
Clerk

Wilhelmina Horrey  
Mayor/Chairman

KEY LARGO VOLUNTEER FIRE AND  
RESCUE DEPARTMENT, INC.

(CORPORATE SEAL)

Attest:

Rosa A. Horrey

J. G. H. S.  
Authorized Representative

Approved as to form and  
legal sufficiency

by R. L. H.  
Attorney's Office

consider 68,570.00 6.00

2298

374.00  
380.00

This instrument was prepared by  
CHARLES P. TITTLE

of the Law Offices of  
TITTLE & TITTLE, P.A.  
P.O. Drawer 551  
TAVERNIER, FLORIDA 33070

OFF 1057 REC 2268  
**Warranty Deed** (STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture, Made this 10<sup>th</sup> day of May 1988, Between

546839  
THERESA BELLE GROSS, individually and as Trustee

of the County of LOS ANGELES, State of CALIFORNIA, grantor, and

KEY LARGO VOLUNTEER FIRE & RESCUE DEPT. INC.,

whose post office address is P.O. BOX 1148, Key Largo, Florida 33037

of the County of MONROE, State of FLORIDA, grantee.

Witnesseth, That said grantor, for and in consideration of the sum of TEN DOLLARS AND no/100ths (\$10.00) Dollars,

and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate lying and being in MONROE County, Florida, to-wit:

Lots 1,2,4,5,7,8,9, and 10, Block 13, of SUNSET COVE, according to the Plat thereof, as recorded in Plat Book 1 at Page 165, of the Public Records of Monroe County, Florida.

Subject to restrictions of record, if any; easements for public utilities and taxes for the current and subsequent years.

The above described property is vacant property and no the Homestead of the Grantor herein who resides in California.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

\* Grantor and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written Signed, sealed and delivered in our presence.

[Signature]  
Bernard Plost

Theresa Belle Gross (Seal)  
THERESA BELLE GROSS, individually  
and as Trustee (Seal)

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared THERESA BELLE GROSS, individually and as Trustee

to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same

WITNESS my hand and official seal in the County and State last afore said this 10<sup>th</sup> day of MAY 1988.

My commission expires JUNE 20, 1989



Filed for Record  
JUN 5 AM 11:12  
1-546

486729

OFF REC 1012 PAGE 0588

## PERSONAL REPRESENTATIVE'S DEED

THIS INDENTURE, executed this 1st day of May, 1987 by and between EMMA S. WHITE, as Personal Representative of the Estate of CLIFFORD A. WHITE, deceased, Party of the First Part, and KEY LARGO VOLUNTEER FIRE/RESCUE DEPT., INC., a Florida non-profit corporation, Party of the Second Part, whose address is: Post Office Box 782, Key Largo, FL. 33037

## W I T N E S S E T H:

The Party of the First Part. for and in consideration of the premises an the sum of TEN (\$10.00) DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, grants, bargains, sells, aliens, remises, releases, conveys a confirms to the Party of the Second Part, their heirs and assigns forever, th real property in the County of Monroe, State of Florida, as described as:

Lot 3, Block 13, SUNSET COVE, as per plat thereof duly recorded in the Public Records of Monroe County, Florida, in Plat Book 1, at Page 165.

TOGETHER WITH all improvements located thereon.

TOGETHER WITH all and singular the tenements, hereditaments a appurtenances belonging or in anywise appertaining to that real property.

SUBJECT to taxes for the year 1987 and subsequent years, restriction reservations, easements, and exceptions of record.

TO HAVE AND TO HOLD the same to the Party of the Second Part, their hei and assigns, in fee simple forever.

AND the Party of the First Part does covenant to and with the Party of t Second Part, their heirs and assigns that in all things preliminary to and and about the sale and this conveyance the Orders of Court and the Laws

Florida have been followed and complied with in all respects.

IN WITNESS WHEREOF, the Party of the First Part, as Persona Representative of the Estate of CLIFFORD A. WHITE, deceased, has set her hand on the day and year first above written.

DE Paid 42.50 Date 5-14-87  
MONROE COUNTY  
DANNY L. KOLHAGE, CLERK CH. CT.  
By [Signature] D.C.

DEED  
CLERK  
MONROE COUNTY  
FLORIDA

87 MAY 14 P4:13

FILED FOR RECORD

DELIVERED IN THE  
PRESENCE OF:

Charles J. Mulcahy  
Donna Marie Fredericks

EMMA S. WHITE, as Personal Representative  
of the Estate of CLIFFORD A. WHITE, de

BY: Emma S. White

STATE OF MASSACHUSETTS

COUNTY OF

Before me the undersigned authority, personally appeared EMMA S. WHITE who is to me well known and known to me to be the individual who executed foregoing Personal Representative's Deed, and he acknowledged before me executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the City of Raynham  
of the aforesaid County and State, this 1st day of April, 1987.  
may

Mary V. MacDonald  
NOTARY PUBLIC, State of Massachusetts

My Commission Expires: July 27, 1990

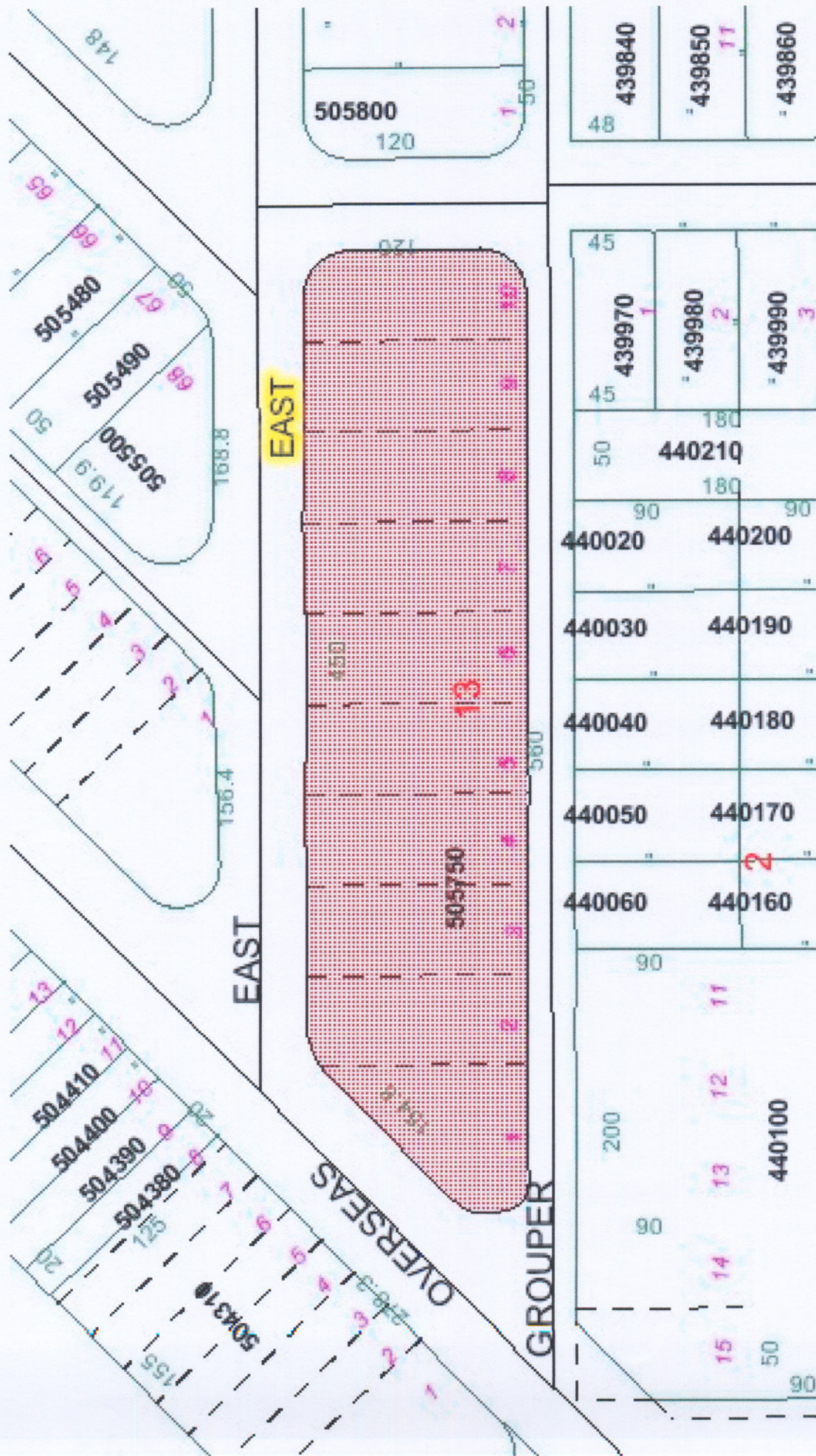


THIS INSTRUMENT PREPARED BY:

Karen A. Rooks, Branch Manager  
GREAT AMERICAN TITLE & MORTGAGE COMPANY  
103150 Overseas Highway  
Key Largo, Florida 33037  
(305) 451-4483

Recorded In Official Records &  
In Marine Court  
Record No. 16  
DANNY L. KORNBLAU  
Clerk Circuit Court





**INTERLOCAL AGREEMENT  
MONROE COUNTY AND KEY LARGO FIRE RESCUE  
AND EMERGENCY MEDICAL  
SERVICES DISTRICT**

**ATTACHMENT 3 INDEX**

*Memorandum of Understanding Between The Key Largo Volunteer Fire Department, Inc. and Monroe County Board of County Commissioners dated April 17, 1996.*



**Danny L. Kolhage**

BRANCH OFFICE  
3117 OVERSEAS HIGHWAY  
MARATHON, FLORIDA 33050  
TEL. (305) 289-6027  
FAX (305) 289-1745

CLERK OF THE CIRCUIT COURT  
MONROE COUNTY  
500 WHITEHEAD STREET  
KEY WEST, FLORIDA 33040  
TEL. (305) 292-3550  
FAX (305) 295-3660

BRANCH OFFICE  
88820 OVERSEAS HIGHWAY  
PLANTATION KEY, FLORIDA 33070  
TEL. (305) 852-7145  
FAX (305) 852-7146

**MEMORANDUM**

**TO:** Reggie Paros  
Director of Public Safety

**FROM:** Ruth Ann Jantzen *RAJ.*  
Deputy Clerk

**DATE:** April 30, 1996

---

At the April 17, 1996 County Commission Meeting, the Board granted approval and authorized execution of a Memorandum of Understanding between Monroe County and the Key Largo Volunteer Fire Department, Inc., permitting the Monroe County Emergency Management Department to utilize the Key Largo Fire Rescue Station #1 as an Upper Keys Emergency Operations Center (EOC) during times of disaster and exercises.

Enclosed please find a fully executed copy of the above Memorandum of Understanding for return to Key Largo Volunteer Fire Department.

If you have any questions regarding the above, please do not hesitate to contact this office.

cc: County Attorney  
Finance  
County Administrator, w/o document  
Billy Wagner, Jr., Director of Emergency Management  
File



**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE KEY LARGO VOLUNTEER FIRE DEPARTMENT, INC.  
AND MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into between the KEY LARGO VOLUNTEER FIRE DEPARTMENT, INC., and MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, on behalf of its EMERGENCY MANAGEMENT DEPARTMENT.

**RECITALS**

WHEREAS, KEY LARGO VOLUNTEER FIRE DEPARTMENT, INC. and MONROE COUNTY EMERGENCY MANAGEMENT DEPARTMENT are mandated to provide emergency services during times of disaster; and

WHEREAS, KEY LARGO VOLUNTEER FIRE DEPARTMENT, INC. is willing to permit MONROE COUNTY EMERGENCY MANAGEMENT DEPARTMENT to utilize the Key Largo Fire Rescue Station #1, located at MM 99.5 East Drive, Key Largo, FL, as an Emergency Operations Center (EOC) in aid and support of the emergency response efforts of the Emergency Management Department; and

WHEREAS, the parties wish to define the terms and conditions under which they shall operate in the event of disaster,

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the parties do agree as follows:

1. The above recitations are true and correct.
2. GENERAL. KEY LARGO VOLUNTEER FIRE DEPARTMENT, INC. agrees to allow MONROE COUNTY EMERGENCY MANAGEMENT DEPARTMENT the use of the Key Largo Fire Rescue Station #1 facility for the establishment of an Emergency Operations Center (EOC) during hurricane emergencies, radiological emergencies, and other disasters and during hurricane emergency preparedness and radiological emergency preparedness training and exercise sessions.
3. MONROE COUNTY USE OF EMERGENCY OPERATIONS CENTER. MONROE COUNTY EMERGENCY MANAGEMENT DEPARTMENT shall be fully responsible for the establishment, staffing, supplying, and operation of the Emergency Operations Center (EOC) and for all costs incurred in such. In the event of a disaster or an exercise, the Director of MONROE COUNTY's Emergency Management Department, or a designee, shall notify the President and Chief of the KEY LARGO VOLUNTEER FIRE DEPARTMENT, INC. of the need to establish an Emergency Operations Center (EOC).
4. REPRESENTATIONS. KEY LARGO VOLUNTEER FIRE DEPARTMENT, INC. makes no representations as to the adequacy of the facility for the intended uses.
5. NOTICE. Where notice is required by this memorandum of understanding, it shall be sent, whenever feasible under the circumstances, by first class mail, or by personal delivery to the parties at the following addresses:

FILED FOR RECORD  
APR 25 1994  
CLERK OF CIRCUIT COURT  
MONROE COUNTY, FLA.

For KEY LARGO VOLUNTEER FIRE DEPARTMENT, INC.:

President and Chief  
Key Largo Volunteer Fire Department, Inc.  
MM 99.5 East Drive  
Key Largo, FL 33037

For MONROE COUNTY:

Director, Emergency Management Department  
Monroe County  
490 63rd Street, Ocean  
Suite #150  
Marathon, FL 33050

or such other address or manner as the parties may designate in writing from time to time. In the event of an emergency, notice may be given orally and confirmed in writing no less than twenty-four (24) hours later.

6. TERM. This memorandum of understanding shall be effective when signed by the last of all parties and shall automatically renew from year to year.

7. MUTUAL COOPERATION. It is the intent of the parties to aid each other in their common goal of providing emergency management preparation. To this end, the parties shall periodically confer to discuss changes that are required in this memorandum of understanding or its implementation.

8. ENTIRE MEMORANDUM OF UNDERSTANDING. This memorandum of understanding constitutes the full and final expression of each party's intent and no provision may be changed or added, unless by a writing executed with equal dignity and formality.

IN WITNESS WHEREOF, the parties do cause their officials to execute this memorandum of understanding on the dates indicated below.

KEY LARGO VOLUNTEER FIRE DEPARTMENT, INC.

By: Juergen Nicola  
Juergen Nicola, President

Date: 4/19/96

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS,  
a political subdivision of the State of Florida

By: Shirley Freeman

Date: 4/17/96

DANNY E. KOLHAGE, Clerk

ATTEST: Ruth Danfauten  
County Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY: Robert N. Wolfe  
ROBERT N. WOLFE

DATE 4-1-96

## **BACK-UP**

1. *INTERLOCAL AGREEMENT KEY LARGO FIRE RESCUE AND EMERGENCY MEDICAL SERVICES DISTRICT AND MONROE COUNTY* dated November 16, 2005 terminating September 30, 2006

**INTERLOCAL AGREEMENT  
KEY LARGO FIRE RESCUE AND EMERGENCY MEDICAL  
SERVICES DISTRICT AND MONROE COUNTY**

**THIS INTERLOCAL AGREEMENT** is, this 16<sup>th</sup> day of November, 2005, entered into pursuant to Sec. 163.01, FS., by and between Monroe County (County), a political subdivision of the State of Florida, and the Key Largo Fire Rescue And Emergency Medical Services District (District), an independent special district of the State of Florida.

**WHEREAS**, pursuant to Monroe County Ordinance 31-1988, there existed a municipal services taxing district for the provision of fire and rescue services in the Upper Keys; and

**WHEREAS**, the County has provided funding through said dependent district for fire and rescue services; and

**WHEREAS**, the Legislature of the State of Florida has enacted Chapter 2005-329 establishing the Key Largo Fire Rescue And Emergency Medical Services District; and

**WHEREAS**, on July 20, 2005 the County passed Resolution No. 263-2005 to authorize On October 4, 2005, a referendum election for the electors of the District to approve the District assessing and imposing ad valorem taxes not to exceed one (1) mill; and

**WHEREAS**, said referendum was approved by the voters; and

**WHEREAS**, the County and the District desire to put in place procedures for an advance of funds to allow the District to initiate operations; now therefore

**IN CONSIDERATION** of the mutual consideration and premises set forth below, the parties agree as follows:

1. **RELATIONSHIP OF DISTRICT TO COUNTY.** County recognizes the existence of the independent district and its need for funding to set up administration and operations of a fire and rescue services provider during the transition between the pre-existing provisions for such services and the provision of services exclusively through the District. This interlocal agreement is intended solely as a preliminary agreement, with a future interlocal agreement intended to be entered to define all of the responsibilities and obligations of the parties to each other.

2. **FUNDING.** The County shall pay to the District the sum of \$100,000 as an advance of funds which will be derived from the annual ad valorem tax levied on real estate within the Special District. The District must establish fiscal control and fund accounting procedures that comply with generally accepted government accounting principles in order to assure that the funds provided to the District are spent for the purposes set forth in this agreement. Any funds transferred by the County to the District under this agreement that are determined by the Clerk or an auditor employed by the other party or employed by the State to have been spent on a purpose not contemplated by this agreement must be paid back to the County with interest calculated pursuant to Sec. 55.03(1), FS, from the date the auditor determines the funds were expended for a purpose not authorized by this agreement. The District agrees to provide the Clerk of Monroe County with quarterly status reports concerning the expenditure of these funds in sufficient detail to demonstrate compliance with the provisions of this agreement. All other

reimbursements and payments to the independent district will continue in the same manner in which they have been handled until the District takes over all operations of said district. Funding under this Agreement is contingent upon annual appropriation by the County.

3. **USE OF FUNDS.** The District shall utilize those funds described in Paragraph 2 and all other funds collected in the district for the administration and operations of the District, to provide fire rescue and EMS services in the District in accordance with Florida law.

4. **TERM.** This Agreement shall commence on December 1, 2005, and terminate on September 30, 2006, unless terminated earlier pursuant to section 31, below, or unless extended by an amendment approved in writing by both parties.

5. **RECORDS – ACCESS AND AUDITS.** Each party shall maintain adequate and complete records for a period of four years after termination of this Agreement. The State, each party, their officers, employees, agents and contractors shall have access to the other party's books, records, and documents related to this Agreement upon request. The access to and inspection of such books, records, and documents by the aforementioned government representatives shall occur at any reasonable time.

6. **RELATIONSHIP OF PARTIES.** District is, and shall be an independent special district pursuant to Florida Statute Section 189 and not an agent or servant of the County. District shall exercise control, direction, and supervision over the means and manner that its personnel, contractors and volunteers perform the work for which purpose this Agreement is entered. District shall have no authority whatsoever to act on behalf and/or as agent for the County in any promise, agreement or representation other than specifically provided for in this Agreement. The County shall at no time be legally responsible for any negligence on the part of District, its employees, agents or volunteers resulting in either bodily or personal injury or property damage to any individual, property or corporation.

7. **TAXES.** District must pay all taxes and assessments, if any, including any sales or use tax, levied by any government agency with respect to District's operations related to this agreement.

8. **INSURANCE.** The parties to this agreement stipulate that each is a state governmental agency as defined by Florida Statutes and represents to the other that it has purchased suitable Public Liability, Vehicle Liability, and Workers' Compensation insurance, or is self-insured, in amounts adequate to respond to any and all claims under federal or state actions for civil rights violations, which are not limited by Florida Statutes Section 768.28 and Chapter 440, as well as any and all claims within the limitations of Florida Statutes Section 768.28 and Chapter 440, arising out of the activities governed by this agreement.

To the extent allowed by law, each party shall be responsible for any acts of negligence on the part of its employees, agents, contractors, and subcontractors and shall defend, indemnify and hold the other party harmless from all claims arising out of such actions.

County agrees to keep in full force and effect the required insurance coverage during the term of this Agreement. If the insurance policies originally purchased which meet the requirements of this agreement are canceled, terminated or reduced in coverage, then District must immediately substitute complying policies so that no gap in coverage occurs. Copies of current policy certificates shall be filed with the County whenever acquired or amended.

9. **HOLD HARMLESS.** To the extent allowed by law, each party is liable for and must fully defend, release, discharge, indemnify and hold harmless the other party, its officers and employees, agents and contractors, , from and against any and all claims, demands, causes of action, losses, costs and expenses of whatever type - including investigation and witness costs and expenses and attorneys' fees and costs - that arise out of or are attributable to the other party's operations in connection with this Agreement except for those claims, demands, damages, liabilities, actions, causes of action, losses, costs and expenses that are the result of the sole negligence of the other party. Purchase of the insurance required under this Agreement does not release or vitiate a party's obligations under this paragraph. Neither party waives any of its sovereign immunity rights including but not limited to those expressed in Section 768.28, Florida Statutes.

10. **NON-DISCRIMINATION.** The parties agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The parties agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code prohibitions against discrimination on the bases of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

11. **GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the parties agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The parties agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

12. **SEVERABILITY.** If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this

Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and District agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

13. **ATTORNEY'S FEES AND COSTS.** The parties agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

14. **BINDING EFFECT.** The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the parties and their respective legal representatives, successors, and assigns.

15. **AUTHORITY.** Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary governmental approval, as required by law.

16. **CLAIMS FOR FEDERAL OR STATE AID.** The parties agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement.

17. **ADJUDICATION OF DISPUTES OR DISAGREEMENTS.** The parties agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

18. **COOPERATION.** In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and District agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and District specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

19. **COVENANT OF NO INTEREST.** County and District covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

20. **CODE OF ETHICS.** Each party agrees that officers and employees of that party recognize and will be required to comply with the standards of conduct for public officers and employees as delineated

in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

21. **NO SOLICITATION/PAYMENT.** The County and District warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, each party agrees that the other party shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

22. **PUBLIC ACCESS.** The County and District shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and District in conjunction with this Agreement; and the non-breaching party shall have the right to unilaterally cancel this Agreement upon violation of this provision by the other party.

23. **NON-WAIVER OF IMMUNITY.** Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and District in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the District be required to contain any provision for waiver.

24. **PRIVILEGES AND IMMUNITIES.** All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

25. **NON-DELEGATION OF CONSTITUTIONAL OR STATUTORY DUTIES.** This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

26. **NON-RELIANCE BY NON-PARTIES.** No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and District agree that neither the County nor the District or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals,



entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

27. **ATTESTATIONS.** Each party agrees to execute such documents as the other party may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

28. **NO PERSONAL LIABILITY.** No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

29. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

30. **SECTION HEADINGS.** Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

31. **TERMINATION.** The County may treat District in default and terminate this Agreement immediately, with 60 days prior notice, upon failure of District to comply with any provision related to compliance with all laws, rules and regulations. This Agreement may be terminated by County due to breaches of other provisions of this Agreement if, after written notice of the breach is delivered to District does not cure the breach within 7 days following delivery of notice of breach. The District may terminate this Agreement upon giving sixty (60) days prior written notice to County. Any waiver of any breach of covenants herein contained shall not be deemed to be a continuing waiver and shall not operate to bar either party from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

32. **ASSIGNMENT.** Neither party may assign this Agreement or assign or subcontract any of its obligations under this Agreement without the approval of the other party's governing board. All the obligations of this Agreement will extend to and bind the legal representatives, successors and assigns of County and District.

33. **SUBORDINATION.** This Agreement is subordinate to the laws and regulations of the United States, the State of Florida, and the County, whether in effect on commencement of this Agreement or adopted after that date.

34. **INCONSISTENCY.** If any item, condition or obligation of this Agreement is in conflict with other items in this Agreement, the inconsistencies shall be construed so as to give meaning to those terms which limit each party's responsibility and liability.

35. **GOVERNING LAWS/VENUE.** This Agreement is governed by the laws of the State of Florida and the United States. Venue for any dispute arising under this Agreement must be in Monroe County,

Florida. In the event of any litigation, the prevailing party is entitled to a reasonable attorney's fee and costs.

36. **ETHICS CLAUSE.** District warrants that it has not employed, retained or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision, the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift or consideration paid to the former County officer or employee.

37. **CONSTRUCTION.** This Agreement has been carefully reviewed by County and District. Therefore, this Agreement is not to be construed against any party on the basis of authorship.

38. **NOTICES.** Notices in this Agreement, unless otherwise specified, must be sent by certified mail to the following:

**FOR COUNTY:**  
County Administrator  
1100 Simonton Street  
Key West, FL 33040

**FOR DISTRICT:**  
Mr. Bill Andersen  
99330 Overseas Highway  
Key Largo, FL 33037

FILED FOR RECORD  
2005 NOV 23 PM 3:10  
DANNY L. KOLHAGE  
CLK. CIR. CT.  
MONROE COUNTY, FLA.

39. **FULL UNDERSTANDING.** This Agreement is the parties' final mutual understanding. It replaces any earlier agreements or understandings, whether written or oral. This Agreement cannot be modified or replaced except by another written and signed agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first



By Danny L. Kolhage  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By [Signature]  
Mayor/Chairperson

(SEAL)

Attest:

By \_\_\_\_\_  
Clerk

KEY LARGO FIRE RESCUE AND  
EMERGENCY MEDICAL  
SERVICES DISTRICT

By [Signature]  
Chairperson

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM

[Signature]  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY  
Date 11/17/05